

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Freer et al.

Serial No.:

Filed: Attached

For: SIGNALLING METHOD AND
APPARATUS

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Group Art Unit:

Examiner:

Atty. Docket: 102.0002US PCT

Legal Staff
International Division

6 SEP 2005

RECEIVED

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF TRANSMISSION
37 C.F.R. 1.8

I hereby certify that this correspondence was transmitted by Express Mail
to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-
1450 on the date below:

April 21, 2005 Rhonda Q Smith
Date No. EV 335954947 US

**PETITION UNDER 37 CFR 1.47(a) SEEKING JOINDER OF JOINT INVENTOR
WHO REFUSES TO JOIN IN APPLICATION**

Dear Sir:

Applicants John Freer and Mark McCorry respectfully petition the Commissioner that their joint inventor, Alex Watt, be recognized as such for all purposes in the present application. Mr. Watt, of 43 Mormond Avenue, Fraserburgh AB43 9PX, United Kingdom, a former employee of a UK affiliate of Schlumberger Technology Corporation, the assignee of the present application, advised the undersigned in a telephone conversation on April 15, 2005 of his refusal to sign the Inventor's Declaration and a formal assignment of the application to Schlumberger Technology Corporation. The Declaration and Assignment documents, and a copy of a Patent and Confidential Information Agreement which Mr. Watt signed on 14 March 2002, were sent to Mr. Watt by letter dated 17 March 2005 (copy attached). Pursuant to Paragraph 6 of the Patent and Confidential Information Agreement, Mr. Watt has assigned his entire right, title, and interest in and to the present application to Schlumberger.

04/27/2005 GFREY1 00000025 502475 10532252

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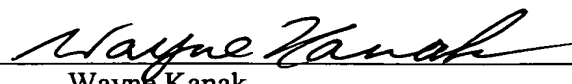
5255

DEPT. OF REVENUE

The Commissioner is authorized to charge the fee for this petition (\$130) and any additional fees or credit any overpayment to Deposit Account No. 50-2475.

Respectfully submitted,

Date: April 18, 2005



Wayne Kanak
Reg. No. 35,564
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Schlumberger
COPY

By courier

17th March 2005

Mr. Alex Watt
43 Mormond Avenue
Fraserburgh
AB43 9PX
United Kingdom

Our ref: **101.0002 PCT US & CA**

New filing of Patent Application for "SIGNALLING METHOD AND APPARATUS" in US and Canada

Dear Alex,

As per your telephone conversation with Wayne Kanak, please find enclosed a copy of the Patent and Confidential Information Agreement, which was signed by yourself whilst you were an employee for Schlumberger. I have highlighted the paragraphs relevant to the current query.

Upon reading the document, if possible, please can you complete the enclosed documents and return them to me as soon as possible as this is now an urgent matter. Please note that I have amended the documents to show your new/current address, as you advised on the telephone.

Documents enclosed:

- Assignment document for CA Patent Application
- Assignment document for US Patent Application
- Declaration document for US Patent Application

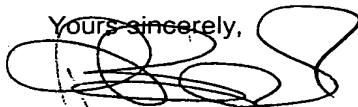
Please note that two of the above documents need to be witnessed.

Upon completion, please can you return all three documents via courier to the address above, addressed for my attention.

Many thanks in advance for your help in this matter.

If you have any questions, please do not hesitate to contact me.

Yours sincerely,



Paula Brooks
Intellectual Property Administrator

Encs. (Assignment documents X2)
(Declaration document X1)
(Copy of signed Patent and Confidential Information Agreement)

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Schlumberger

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PATENT AND CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is entered into by and between the company Schlumberger Evaluation and Production Services (UK) Limited that is the legal Employer of Employee, acting on behalf of itself and its Affiliates (hereinafter collectively referred to as "Company"), and Alex Watt (herein referred to as "Employee"), and shall become effective as of the date Employee is employed by Company.

In consideration of the employment or continued employment of Employee by Company and payment of a salary, wage or other remuneration, the parties agree as follows:

1. Employee will not remove from Company's facilities, except as required to perform work for Company, any materials that contain trade secrets or confidential information belonging to Company, including but not limited to invention records, computer software, formulas, processes, programs, methods of operations, customer information, logs, data, equipment, drawings, notes, manuals, or other materials whether produced by Employee or obtained from Company. Employee agrees to return all such materials to Company immediately upon request and in any event upon termination of employment.
2. Employee will not publish or disclose to anyone not employed by Company, nor use in any business other than Company's, any trade secrets or other confidential information or material of Company either during or after his or her employment.
3. Certain employees will as a result of their employment with the Company be exposed to trade secrets and confidential information that could be damaging to the Company if disclosed to the Company's competitors. Company wishes to place no more than reasonable limitations on Employee's subsequent employment opportunities, consistent with Company's critical need to protect its legitimate business interests. These limitations are outlined in Paragraph 4 below. In the majority of cases, Company would expect to issue to an employee, upon the effective date of termination, a written waiver of the limitations outlined in Paragraph 4 below. In those cases where (because of exposure to trade secrets or confidential information or otherwise) Company does not issue such a waiver upon the effective date of termination, and Employee subsequently finds that such limitations have become a serious handicap in securing further employment, then Employee agrees to make a written request to Company for a waiver of designated limitations before accepting employment in conflict with Paragraph 4 below, such request to include the name and address of the proposed employer and the location, position and duties of the proposed employment. A waiver may be granted by Company and will not be unreasonably withheld. In the event Company declines to grant such a waiver, Company undertakes to continue to pay Employee his average salary (based on previous twelve months' earnings), for the one year period referred to in Paragraph 4 below. During such period, at Company's option, Employee may or may not be required to report to work.
4. To protect Company against disclosure of such trade secrets and confidential information, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one year following the effective date of termination of his or her employment with Company, he or she will not become an employee, officer, director, or consultant to, nor serve in any other capacity, nor receive any compensation from, nor have any ownership interest in (all either directly or indirectly) any business, company, or other entity (including affiliates thereof) that is or is planning or preparing to be in the business of (i) seismic surveying, well drilling and completions, (ii) evaluating, treating and/or testing earth formations and bore-holes, both cased and uncased, (iii) interpreting the characteristics of earth formations and the applications of those interpretations; or (iv) conducting research and engineering or equipment manufacturing in any of the aforementioned fields of activity, in any of the geographic areas where Company provides services or has a physical location.

2. Employee will not publish or disclose to anyone not employed by Company, nor use in any business other than Company's, any trade secrets or other confidential information or material of Company either during or after his or her employment.

3. Certain employees will as a result of their employment with the Company be exposed to trade secrets and confidential information that could be damaging to the Company if disclosed to the Company's competitors. Company wishes to place no more than reasonable limitations on Employee's subsequent employment opportunities, consistent with Company's critical need to protect its legitimate business interests. These limitations are outlined in Paragraph 4 below. In the majority of cases, Company would expect to issue to an employee, upon the effective date of termination, a written waiver of the limitations outlined in Paragraph 4 below. In those cases where (because of exposure to trade secrets or confidential information or otherwise) Company does not issue such a waiver upon the effective date of termination, and Employee subsequently finds that such limitations have become a serious handicap in securing further employment, then Employee agrees to make a written request to Company for a waiver of designated limitations before accepting employment in conflict with Paragraph 4 below, such request to include the name and address of the proposed employer and the location, position and duties of the proposed employment. A waiver may be granted by Company and will not be unreasonably withheld. In the event Company declines to grant such a waiver, Company undertakes to continue to pay Employee his average salary (based on previous twelve months' earnings), for the one year period referred to in Paragraph 4 below. During such period, at Company's option, Employee may or may not be required to report to work.

4. To protect Company against disclosure of such trade secrets and confidential information, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one year following the effective date of termination of his or her employment with Company, he or she will not become an employee, officer, director, or consultant to, nor serve in any other capacity, nor receive any compensation from, nor have any ownership interest in (all either directly or indirectly) any business, company, or other entity (including affiliates thereof) that is or is planning or preparing to be in the business of (i) seismic surveying, well drilling and completions, (ii) evaluating, treating and/or testing earth formations and bore-holes, both cased and uncased, (iii) interpreting the characteristics of earth formations and the applications of those interpretations; or (iv) conducting research and engineering or equipment manufacturing in any of the aforementioned fields of activity, in any of the geographic areas where Company provides services or has a physical location.

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ADMINISTRATIVE

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5. Employee will promptly furnish to Company a complete record of any and all ideas, discoveries, inventions, writings, and improvements that he or she solely or jointly may conceive or make during the course of his or her employment with Company and that relate in any way to Company's business or field of activities.
6. Employee agrees to grant and hereby does grant and assign to Company or its nominee his or her entire right, title, and interest in and to all ideas, discoveries, inventions, writings and improvements coming within the scope of Paragraph 5 above, together with any and all world-wide patent rights and copyrights in such ideas, discoveries, inventions, writings, and improvements. At Company's request and without further compensation beyond Employee's normal salary or wage, Employee agrees to (a) assist Company in preparing and prosecuting all applications for such patents and copyrights; (b) execute any and all instruments necessary to make, file and prosecute such applications; and (c) execute any and all instruments necessary to transfer title in and to such applications to Company or its nominee.
7. Employee will not disclose to Company, nor use in his or her work for Company, any confidential information of a third party that Employee is obligated to keep confidential.
8. This Agreement shall inure to the benefit of the successors and assigns of Company and be binding upon them and upon the heirs and legal representatives of Employee. Company's rights under this Agreement shall be fully assignable by Company to an Affiliate.
9. This Agreement shall supersede the terms of any prior agreement between Employee and Company and may be modified or amended only in writing, signed by an authorised representative of Company and by Employee.
10. "Affiliate" as used herein, means any corporation, now or in the future, directly or indirectly controlling, controlled by, or under common control with Company, where "control" in relation to any corporation means the ownership, direct or indirect, of 50% or more of voting rights or securities.

COMPANY:

By: R. McKay
Louise McKay
Personnel Manager

Date: 26/2/02

EMPLOYEE:

By: Alex Watt
Alex Watt

Date: 14/3/2